

IN RE: : CASE NO. 18-11313(TPA)
:
VIRGINIA D. HETRICK, :
:
Debtor. : CHAPTER 13
:
ONE FEDERAL CREDIT UNION, : Related to Claim No. 2
:
Movant, :
:
v. :
:
NO RESPONDENT, :
:
Respondent. :
: JUDGE AGRESTI

REQUEST TO RESTRICT PUBLIC ACCESS TO CLAIM

Pursuant to W.PA.LBR 9037-1 and understanding that the redaction of any information other than the identifiers specifically enumerated in Fed. R. Bankr. P. 9037 requires a separate motion and Court approval, under penalty of perjury, the **UNDERSIGNED HEREBY CERTIFIES** that:

1. ONE Federal Credit Union filed a proof of claim, Claim No. 2 in the above-captioned case on January 8, 2019 which contains one or more of the identifiers enumerated in Fed. R. Bankr. P. 9037.

2. On April 21, 2022, ONE Federal Credit Union filed an amended claim on the claims register in compliance with W.PA.LBR 3002-2(a), a copy of which is attached hereto, and the only change made to the original claim is the redaction of personal identifiers.

3. I am requesting that the Court take whatever steps are necessary to restrict public access to the unredacted claim.

Date: April 21, 2022

Signed: /s/ Nicholas R. Pagliari

On behalf of: ONE Federal Credit Union
Name of Creditor

Nicholas R. Pagliari, Esq.
Name of Filer - Typed

100 State Street, Suite 700, Erie, PA 16507
Address of Filer

npagliari@mijb.com
Email Address of Filer

(814) 870-7754
Phone Number of Filer

Pa. Supreme Court ID No. 87877
Bar I.D. and State of Admission

PAWB Local Form 37 (07/13)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re:) CASE NO. 18-11313(TPA)
VIRGINIA D. HETRICK,)
)
)
)
Debtor) CHAPTER 13

AMENDMENT TO CLAIM NO. 2
FILED BY ONE FEDERAL CREDIT UNION

The amendments are as follows:

1. Changed Item 4 to indicate this as an Amended Claim;
2. Changed signature section to indicate that the claim is being filed by the Creditor's Authorized Agent instead of the Creditor;
3. Added Exhibit Labels to Exhibits;
4. Redacted Personal Identifiers on Exhibits; and
5. Added a Certificate of Service.

Fill in this information to identify your case:	
Debtor	<u>Virginia D. Hetrick</u>
United States Bankruptcy Court for the:	<u>WESTERN DISTRICT OF PENNSYLVANIA</u>
Case number (if known)	<u>18-11313</u>

Official Form 410 Proof of Claim

4/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>ONE Federal Credit Union</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>Meadville Area Federal Credit Union</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent? <u>ONE FCU</u> <u>300 Arch St</u> <u>Meadville, PA 16335</u> Name, Number, Street, City, State & Zip Code Contact phone <u>814-336-2794 ext 232</u> Contact email <u>ahefner@onefcu.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name, Number, Street, City, State & Zip Code _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>2</u> Filed on <u>1/8/2019</u>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:	6150
7. How much is the claim?	\$ 16,120.72 Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Money Loaned	
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input checked="" type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: Perfected Lein Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ 19,600.00 Amount of claim that is secured: \$ 16,120.72 Amount of claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ 542.60 Annual Interest Rate (when case was filed) 2.59 % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition: \$ _____	
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No
☐ Yes. *Check one:*

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- | | Amount entitled to priority |
|---|------------------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | \$ _____ |
| <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. | \$ _____ |

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date April 21, 2022
MM/ DD / YYYY

/s/ Aaron T. Hefner

Signature

Print the name of the person who is completing and signing this claim:

Name Aaron T. Hefner
Title Member Solutions
Company ONE FCU
Identify the corporate servicer as the company if the authorized agent is a servicer.
Address 300 Arch St
Meadville, PA 16335
Number, Street, City, State and Zip Code
Contact phone 814-336-2794 ext
232 Email ahefner@onefcu.com

ELT Printout

Page 1 of 1



Collateral Management Services
9750 Goethe Road | Sacramento, CA 95827
www.dealertrack.com

Meadville Area FCU (PCUA)

Lien and Title Information

Account Information

Account Number	[REDACTED]	Financed Date	1/8/2015
Loan Number	96	Perfected Date	1/27/2015
Branch	Saegertown	Payoff Date	
Borrower 1	Hetrick, Virginia D	Dealer ID	
Borrower 2		Dealer	
Borrower Address	1000 Charlton Street Meadville, PA 16335	Dealer Address	

Lienholder

ELT Lien ID	25100544101
Lienholder	MEADVILLE AREA FCU
Lienholder Address	300 Arch Street Meadville, PA 16335
Lien Release Date	

Vehicle and Titling Information

VIN	5XYKT3A62FG563588	Issuance Date	1/10/2015
Title Number	74208152	Received Date	1/10/2015
Title State	PA	ELT/Paper	ELECTRONIC
Year	2015	Odometer Reading	4610
Make	KIA	Branding	
Model	SOR		
Owner 1	HETRICK,VIRGINIA D		
Owner 2			
Owner Address	1000 CHARLTON ST MEADVILLE, PA 16335		

Printed: Monday, August 07, 2017 1:53:24 PM PST



NADAguides Value Report 1/4/2019

2015 Kia Sorento

Utility 4D LX AWD I4

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$11,125	\$12,375	\$13,375	\$15,400
Mileage (30,000)	\$2,000	\$2,000	\$2,000	\$2,000
Total Base Price	\$13,125	\$14,375	\$15,375	\$17,400
Options (change)				
Luggage Rack	\$50	\$50	\$50	\$75
Leather Seats	\$525	\$525	\$525	\$600
Towing/Camper Pkg	\$325	\$325	\$325	\$375
Price + Options	\$14,025	\$15,275	\$16,275	\$18,450
Certified Pre-Owned (CPO)				+\$1,150
Certified Price with Options				\$19,600

Rough Trade-In - Rough Trade-In values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled/permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In - The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title/history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certificate of origin may have a higher value than the Clean Retail price shown.

The ONE Federal Credit Union
 300 Arch Street
 Meadville, PA 16335

**FIXED RATE
 LOAN DISCLOSURE,
 PROMISSORY NOTE, AND
 SECURITY AGREEMENT**

Borrower: Virginia D. Helrick
 1000 Charlton Street
 Meadville, PA 16335

Co-Borrower:

Acct. No. [REDACTED]
 Loan Suffix [REDACTED]
 Date of Loan: 08/07/2017

This Loan Disclosure, Promissory Note, Security Agreement ("Agreement") governs your loan with the Credit Union. In this Agreement the terms "you" and "your" mean each person who signs this Agreement as a borrower or owner of collateral, as applicable, and the term "Credit Union" means The ONE Federal Credit Union.

TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
2.59 %	\$ 1,354.72e	\$22,590.22	\$ 23,944.94e

Payment Schedule. Your loan payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
53	\$452.00	Monthly, beginning 09/15/2017
COUPON BOOK	\$	Ending 01/15/2022

Late Charge: If a payment is 15 or more days past due, you agree to pay a late charge of 5% of the payment amount.

Security: You are giving a security interest in your shares and/or deposits in the Credit Union, and the following property:
 2015 KIA SORENTO LX VIN # 5XYKT3A62FG583588

This collateral secures all of your obligations to the Credit Union (except obligations secured by real estate or a dwelling). Collateral securing other loans with the Credit Union (except loans secured by your dwelling or real estate) also secures this loan.

Filing Fees: \$

Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the Credit Union.

Prepayment: If you pay off early, you will not have to pay a penalty. No portion of the prepaid finance charge (if applicable) will be refunded to you.

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

(e means estimate)

Itemization of Amount Financed of \$22,590.22		Amounts paid to others on your behalf:	
\$	Amount given to you directly.	\$20,590.22	to Pay Off Loan [REDACTED]
\$	Amount paid on your account.	\$2,000.00	to Deposit Into Checking [REDACTED]
(Including payoff of loan #)		\$	to
\$		\$	to
\$		Prepaid FINANCE CHARGE	

Promissory Note and Security Agreement

Principal Sum: \$22,590.22

Date of Note: 08/07/2017

Interest Rate: 2.59 %

Term: 53 Months

By signing below (or signing a loan proceeds check) and accepting the loan proceeds, you promise to pay to the order of the Credit Union the principal sum, plus interest on the unpaid principal balance, at the interest rate set forth above in accordance with the terms as set forth herein and on the reverse side. If more than one person signs below or on a loan proceeds check, your obligations will be joint and several. You grant the Credit Union a security interest in the property described in the Truth-in-Lending Disclosure Statement above ("Collateral") under the terms of the Security Agreement printed on the reverse side of this form. You agree that this Collateral secures this loan and all other loans with the Credit Union already made to you and any loans made later (except loans secured by your dwelling or other real property).

Signatures

I understand and agree to the terms printed on the front and back of this Loan Disclosure, Promissory Note, and Security Agreement. I acknowledge receipt of a copy of this Loan Disclosure Statement, Promissory Note, and Security Agreement.

BORROWER

Virginia D Helrick

DATE

8/7/17

BORROWER

X

DATE

1. **Promise to Pay.** You promise to pay to the order of the Credit Union the Principal Sum plus interest on your unpaid Principal Sum. You will make payments as shown on the reverse side. Your last payment will be for all unpaid Principal and accrued interest and insurance premiums, if applicable. You may pay early at any time without penalty. If there is any prepaid FINANCE CHARGE, you agree to pay that amount even if the loan is paid off early. If your monthly payments are not enough at least to cover the accrued FINANCE CHARGE, the Credit Union may increase your payment in an amount sufficient to do so. If you are late in making a payment, you agree to pay the late charge shown in the Truth-in-Lending Disclosure section on the reverse side. Payments will be applied to satisfy scheduled payments in the order they become due.
2. **Default.** You will be in default if any of the following happens:
- (a) You fail to make any payment when due;
 - (b) You break any promise you have made to the Credit Union in this or any agreement with the Credit Union;
 - (c) Any other creditor or governmental agency tries to take any of the Collateral, including a garnishment of your Credit Union shares;
 - (d) The Collateral is abandoned, lost, stolen, damaged, sold, borrowed against, levied upon, seized, or attached;
 - (e) You or any guarantor die, become insolvent, make an assignment for the benefit of creditors, a receiver is appointed, or a petition for bankruptcy is commenced by or against you;
 - (f) Any information or representation you make on any application or agreement with the Credit Union is not true; or
 - (g) The Credit Union in good faith deems itself insecure.
3. **Credit Union Actions.** You agree the Credit Union may accept late payments and partial payments and can delay enforcing any of its rights under this Agreement without losing them. The Credit Union's waiver of its rights in one instance does not constitute a waiver of its rights in other instances, including with respect to any other time or manner you are in default. You waive any notice of presentment, demand, protest or dishonor. You agree the Credit Union may permit a modification, extension, or renewal of any term under this Agreement, or release or substitute collateral or any other person obligated for repayment of this Agreement or any guaranty, and you will remain liable for repayment of this obligation.
- If you are in default, (i) you waive demand and any notice, including notice of intent to accelerate and notice of acceleration; and (ii) you agree the Credit Union may declare the entire loan balance immediately due, without prior notice and may exercise any of its rights under the Security Agreement and applicable law.
4. **Collection Costs and Attorney Fees.** You agree to pay the Credit Union's costs in enforcing this Promissory Note and collecting any amounts you owe. The Credit Union's costs include, to the extent permitted by applicable law, reasonable attorney fees, if the Credit Union hires an attorney who is not a satisfied employee of the Credit Union, and legal expenses incurred whether or not a lawsuit is commenced, plus any court costs and all other reasonable sums allowed by law. Attorney fees and legal expense include those related to bankruptcy proceedings (including efforts to modify or vacate any automatic stay), trials, appeals, and any anticipated post-judgment collection. You agree that all collection costs and attorney fees incurred by the Credit Union are secured in accordance with the Security Agreement.
5. **Applicable Law.** You agree this Promissory Note and the Security Agreement below will be governed by and interpreted in accordance with the laws of Pennsylvania. If any provision of this Promissory Note and Security Agreement is invalid, the rest of the provisions shall remain valid. If a lawsuit is commenced, you agree to submit to the jurisdiction of the courts in the county where you reside or where you signed this Agreement in the Credit Union's sole discretion.
6. **Amendments and Notices.** This document reflects the entire agreement between you and the Credit Union. Any change in or modification of any of the terms of this Agreement must be in writing and signed by you and the Credit Union. You agree to inform the Credit Union in writing of your current address at all times. Notices will be mailed to you at the most recent address you have provided the Credit Union in writing. To the extent permitted by law, you agree notice to any one borrower will be considered as giving notice to all borrowers.

SECURITY AGREEMENT

1. **Security Interest.** For valuable consideration, you grant the Credit Union a security interest, under the Pennsylvania Uniform Commercial Code, in all collateral described on the front side of this Agreement to secure the loan described on the front side and all your other obligations (except those secured by a dwelling or real property) to the Credit Union. All collateral securing this loan will secure: (i) any extension, renewal, or modification of this loan, and (ii) all your other obligations with the Credit Union (except obligations secured by real estate or a dwelling) now or in the future. In addition, any security interest you have granted to the Credit Union in collateral for other loans (except real estate or a dwelling) also secures this loan. This Security Agreement is intended to include your liabilities to the Credit Union which have arisen in the past or which may arise in the future, regardless of form. These include, but are not limited to, loans for consumer purposes, liability which is sole or joint, absolute or contingent, primary or secondary, purchase money or non-purchase money, and liability under promissory notes, credit cards, open accounts, or overdrafts. The collateral includes accessions and additions installed in or affixed to the collateral and any proceeds of the collateral. In addition, you grant a consensual security interest in all your shares and deposits, present and future, and all accounts (except Individual Retirement Accounts) with the Credit Union as security for all loan advances made under this Agreement. You agree that if you default on your loan, the Credit Union may apply all that is pledged to pay any amounts due under this Agreement. The Credit Union may, solely at its option, allow you to withdraw a portion of your shares or deposits without affecting its security interest.
2. **Maintenance.** You agree that collateral securing this loan will be for personal use. Except for the security interest granted under this Agreement, you own the collateral free and clear. You will not allow any other liens on the collateral, even if they are junior to the Credit Union's lien. You agree to maintain the collateral in good working order and repair any damage that affects its value. Except for vehicles, you agree to keep the collateral at your address of record, unless the Credit Union tells you that you can move it. If the collateral is a vehicle, you will keep it at your present address, except for routine use, and you will not do anything that requires registering the vehicle in another state. If you move, you may move the collateral to your new address only if you give the Credit Union the new address in advance. You agree the Credit Union may come upon your premises and inspect the collateral at any reasonable time without notice.
3. **Insurance.** You agree to keep the collateral insured with casualty and fire coverage satisfactory to the Credit Union, including an acceptable deductible. For vehicles, this means collision insurance and comprehensive insurance with a deductible amount acceptable to the Credit Union. You may obtain property insurance from anyone you want that is acceptable to the Credit Union, and you agree to provide the Credit Union with proof of that coverage. You agree to name the Credit Union as loss payee. If you fail to pay any liens, buy or maintain insurance, or make repairs to the collateral, the Credit Union may do so. You agree the Credit Union may add any insurance or maintenance costs to the amount you owe under this Agreement and may adjust your monthly payments to pay the loan over the payment schedule. The Credit Union may also purchase any vendor's single interest insurance and add the premium amount to the loan to protect its interest in the loan. The added amounts then will bear interest at the rate charged under this Agreement. This security provision also secures those amounts. The insurance purchased by the Credit Union will cover only the Credit Union's interest in the collateral and will not be liability insurance. You understand that all benefits paid by insurance that you or the Credit Union purchases and any insurance refunds or rebates will be applied first to pay the loan balance.
- UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THIS SECURITY AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR LOAN BALANCE. IF THE COST IS ADDED TO YOUR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.
4. **Sale of Collateral Upon Default.** You may keep and use the collateral while this Agreement is not in default. If you are in default, the Credit Union will have all of the rights of a secured party under the Uniform Commercial Code of the state in which the Credit Union is located, in addition to any other rights the Credit Union may have. Upon request, you agree to assemble the collateral and any necessary documents and make them available to the Credit Union at a place designated by the Credit Union. You authorize the Credit Union to take possession of the collateral peaceably, with or without legal process, and sell it. Unless prohibited by applicable law, the Credit Union may recover a judgment against you for any deficiency before or after proceeding against the collateral or any guarantor. The Credit Union will apply the "Net Proceeds" of any sale to reduce the amount you owe. "Net Proceeds" means the sale price less the expenses of repossession, selling, attorney fees, and other expenses allowed by applicable law. If you are entitled to any notice required by applicable law, you agree that 10 calendar days prior notices enough. Unless you ask the Credit Union in writing to give you notice at a different address, that notice sent to you at your address of record will be sufficient.
5. **Additional Documents and Power of Attorney.** You agree to sign any other documents, such as financing statements, applications for certificates of title, and certificates of title, to perfect the Credit Union's security interest and those documents are made a part and are integrated with this Agreement. To expedite the release or transfer of your interest in any motor vehicle(s) in which you have granted the Credit Union a security interest and to which the Credit Union holds the certificate(s) of title, you hereby agree to give the Credit Union an irrevocable power of attorney to sign your name to such certificate(s) and to apply in your name for the issuance of a certificate of title to any motor vehicle you have given as collateral. To the extent permitted by applicable law, you agree the Credit Union is authorized to sign any other documents (such as financing statements and certificates of title) to perfect the Credit Union's security interest, file a copy of this Agreement as a financing statement, and endorse any check payable to you, if you refuse, and you waive protest of such actions.

**EXHIBIT
D**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re:) CASE NO. 18-11313(TPA)
VIRGINIA D. HETRICK,)
)
)
)
Debtor) CHAPTER 13

CERTIFICATE OF SERVICE OF AMENDED PROOF OF CLAIM

I certify under penalty of perjury that I served the above-captioned pleading on the parties at the addresses specified below or on the attached list on April 21, 2022.

The types of service made on the parties were: first-class mail or electronic notification.

If more than one method of service was employed, this certificate of service groups the parties by the type of service.

SERVICE BY FIRST CLASS MAIL:

Virginia D. Hetrick
953 B Street
Meadville, PA 16335
Debtor

SERVICE BY ELECTRONIC NOTIFICATION:

Kenneth M. Steinberg, Esq.
Steidl & Steinberg
Suite 2830 Gulf Tower
707 Grant Street
Pittsburgh, PA 15219
Counsel for Debtor
(via e-filing only to
julie.steidl@steidl-steinberg.com)

Joseph S. Sisca, Esq.
Office of the United States Trustee
1001 Liberty Avenue, Suite 970
Pittsburgh, PA 15222
(via e-filing only to
ustpreregion03.pi.ecf@usdoj.gov)

Ronda J. Winnecour, Esq.
Suite 3250, USX Tower
600 Grant Street
Pittsburgh, PA 15219
Chapter 13 Trustee
(via e-filing only to
cmecf@chapter13trusteedpa.com)

Brian Nicholas, Esq.
KML Law Group, P.C.
701 Market Street
Suite 5000
Philadelphia, PA 19106
Counsel for The Bank of New York Mellon
f/k/a The Bank of New York, as Trustee
(CWABS 04-00006)
(via e-filing only to
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/s/ Nicholas R. Pagliari

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